



FEDERAL ELECTION COMMISSION
Washington, DC 20463

BY E-MAIL & U.S. MAIL
anish@plgfirm.com

MAR 27 2017

Anish Parikh, Esq.
Parikh Law Group, LLC
150 S. Wacker Dr., Suite 2600
Chicago, IL 60606

RE: MUR 6783
Indian Americans for Freedom, NFPC

Dear Mr. Parikh:

On March 17, 2017, the Federal Election Commission accepted the signed conciliation agreement and civil penalty submitted on your client's behalf in settlement of violations of 52 U.S.C. §§ 30116(a)(1)(A) or 30118(a), provisions of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter.

Documents related to the case will be placed on the public record within 30 days. *See* Disclosure of Certain Documents in Enforcement and Other Matters, 81 Fed. Reg. 50,702 (Aug. 2, 2016). Information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. *See* 52 U.S.C. § 30109(a)(4)(B).

Enclosed is a copy of the fully executed conciliation agreement for your files. If you have any questions, please contact me at (202) 694-1650.

Sincerely,

Dawn M. Odrowski
Attorney

Enclosure
Conciliation Agreement

17044412544

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Indian Americans for Freedom, NFPC

)
)
)
)
)
MUR 6783

CONCILIATION AGREEMENT

17044412345
This matter was generated based on a complaint filed with the Federal Election Commission (the "Commission"). *See* 52 U.S.C. § 30109(a)(1). Based upon available information, the Commission found reason to believe that Indian Americans for Freedom, NFPC ("Respondent") violated 52 U.S.C. §§ 30116(a)(1)(A) or 30118(a).

NOW, THEREFORE, the Commission and Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over Respondent and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 52 U.S.C. § 30109(a)(4)(A)(i).

II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondent enters voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. Indian Americans for Freedom, NFPC ("IAFF"), incorporated in the State of Illinois on October 2, 2012, as a non-profit corporation and has represented to the Commission that it is a social welfare organization exempt from taxation under Section 501(c)(4) of the Internal Revenue Code.

2. Under the Federal Election Campaign Act of 1971, as amended (the "Act"), the financing by any person of the dissemination, distribution, or republication, in whole or in part, of any broadcast or any written, graphic, or other form of campaign materials prepared by the candidate, his campaign committees, or authorized agents shall be considered an expenditure. 52 U.S.C. § 30116(a)(7)(B)(iii).

3. Further, the republication of campaign materials prepared by a candidate's authorized committee is considered a contribution for purposes of contribution limitations and reporting responsibilities of the person making the expenditure. 11 C.F.R. § 109.23.

4. The Act limits contributions to a candidate's authorized committee and prohibits contributions from corporations and labor organizations in connection with any federal election. 52 U.S.C. §§ 30116(a) and 30118(a). The contribution limit for persons other than multi-candidate political committees in the 2014 election cycle was \$2,600 per election. See 52 U.S.C. § 30116(a)(1)(A).

5. Sometime before February 15, 2014, IAFF financed and distributed a mailer, referred to here as *Where's Larry*, advocating the election of Manju Goel, a candidate in the March 18, 2014, primary election for Illinois' 8th Congressional District. The mailer republished the following portion of a mailer paid for and distributed by Manju for Congress ("MFC"), Goel's principal campaign committee:

Republican Manju Goel.
Best Conservative Candidate to Retire Tammy Duckworth from Congress
Manju Goel will ...

- Champion Freedom and Limited Government
- Champion Personal Responsibility
- Champion Common-sense Household
Fiscal Discipline in Washington, DC
- Grow our Party, Bring 20K+ new voters

1
7
0
4
4
4
1
2
5
4
6

6. By using material prepared by MFC in its *Where's Larry* mailer, IAFF republished MFC's campaign materials "in whole or in part." See 52 U.S.C.

§ 30116(a)(7)(B)(iii). Therefore, IAFF's expenditures for the mailer constituted in-kind contributions to MFC resulting in either a prohibited or excessive in-kind contribution.

V. Respondent violated 52 U.S.C. §§ 30116(a)(1)(A) or 30118(a) when it made excessive or prohibited in-kind contributions to MFC by republishing MFC campaign materials in its mailer supporting Manju Goel.

VI. 1. Respondent will pay a civil penalty of Three Thousand Five Hundred Dollars (\$3,500) to the Federal Election Commission pursuant to 52 U.S.C. § 30109(a)(5)(A).

2. Respondent will cease and desist from violating 52 U.S.C. §§ 30116(a)(1)(A) or 30118(a).

VII. The Commission, on request of anyone filing a complaint under 52 U.S.C. § 30109(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

IX. Respondent shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

17044412547

X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

BY: Kathleen Guith
Kathleen Guith
~~Acting~~ Associate General Counsel
for Enforcement

3-22-17
Date

FOR THE RESPONDENT:

Anish Parikh
Name: Anish Parikh
Position: Attorney for Respondent

2/1/17
Date

17044412548